

# **EXHIBIT 45**

2 SUPREME COURT OF THE STATE OF NEW YORK  
3 COUNTY OF NEW YORK: CIVIL TERM : PART 61  
4 -----X  
5 PACIFIC ALLIANCE ASIA OPPORTUNITY  
6 FUND L.P.,

7 Plaintiff,

8 -against-

Index No.  
652077/2017

9 KWOK HO WAN, A/K/A KWOK HO, A/K/A GWO  
10 WEN GUI, A/K/A GUO WENGUI, A/K/A GUO  
11 WEN-GUI, A/K/A MILES KWOK, A/K/A HAOYUN  
12 GUO, GENEVER HOLDINGS CORPORATION, AND  
13 GENEVER HOLDINGS LLC,

**MOTION VIA SKYPE**

14 Defendants.

15 -----X  
16 OFFICIAL ADDRESS: 60 Centre Street  
17 New York, New York 10007  
18 July 7, 2020

19 B E F O R E: (Via Skype)

20 HON. BARRY OSTRAGER, Justice of the Supreme Court

21 A P P E A R A N C E S: (Via Skype)

22 O'MELVENY & MYERS, LLP  
23 Attorneys for the Plaintiff  
24 Times Square Tower  
25 7 Times Square  
26 New York, New York 10036  
BY: EDWARD N. MOSS, ESQ.  
LAURA S. ARONSSON, ESQ.

HODGSON RUSS LLP  
Attorneys for Defendant Kwok  
605 Third Avenue, Suite 2300  
New York, New York 10158  
BY: MARK A. HARMON, ESQ.

\* \* \* \* \*

LAURA L. LUDOVICO  
Senior Court Reporter  
60 Centre Street - Room 420  
New York, New York 10007

2 A P P E A R A N C E S: (continued)

3

4 LAWALL & MITCHELL, LCC  
5 Attorneys for Defendants  
6 Genever Holdings Corporation and  
7 Genever Holdings, LLC  
8 162 East 64th Street  
9 New York, New York 10065  
10 BY: AARON A. MITCHELL, ESQ.

7

8

9 A L S O P R E S E N T: (Via Skype)

10 ROSEANN MAGALDI, Law Secretary

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

1 Proceedings

2 THE COURT: Okay. I want to preface everything  
3 by saying this case is scheduled for trial on October 5th  
4 and if there are trials in the New York Supreme Courthouse  
5 on October 5th, this case will go to trial on October 5th.  
6 If, for whatever reason, there aren't trials on  
7 October 5th, particularly jury trials, this case will be  
8 scheduled for the first available trial date even if I have  
9 to move what were previously scheduled for other dates in  
10 October and November.

11 So I'm putting all of the attorneys on notice  
12 that resolving this case on the merits is the No. 1  
13 priority on this part's docket. This is a 2017 case and it  
14 needs to be resolved on the merits. So you're all on  
15 notice of that and I expect everyone to make their plans  
16 accordingly.

17 MR. MOSS: Your Honor, this is Edward Moss for  
18 the Plaintiff. May I just address the trial date briefly?

19 THE COURT: Yes.

20 MR. MOSS: So we had witnesses who will be coming  
21 in from Hong Kong and right now there's a travel ban and so  
22 as I recalled our discussion from a month ago, we were  
23 going to revisit whether or not we would be keeping the  
24 October trial in light of the evolving COVID situation and  
25 we just can't be sure that we will be able to have our  
26 witnesses come to this country. They are willing and able

Laura L. Ludovico, SCR

1 Proceedings

2 and they will, but if there is a travel ban or if there are  
3 extenuating circumstances given the virus, I just want to  
4 be sure that we won't be prejudiced by having that trial  
5 date and not being able to bring our witnesses given the  
6 circumstances outside of our control.

7 THE COURT: Well, if we're dealing with some kind  
8 of force majeure issue where it's impossible for the  
9 witnesses to be here, obviously that circumstance will be  
10 accommodated, but barring that circumstance, we're going to  
11 proceed. I think it's very much in everyone's interest to  
12 get this case resolved on the merits.

13 MR. MOSS: All right. We will speak with our  
14 client and do the best we can, Your Honor.

15 And as far as the merits, we do plan to file -- I  
16 was just saying that as for the merits, the plaintiff does  
17 intend to file a summary judgment motion and we are hopeful  
18 that the Court will have time before trial to consider that  
19 motion.

20 THE COURT: Then you should file your motion by  
21 Order to Show Cause. It's not that the motion is untimely,  
22 but the more time that the Court has to review the motion,  
23 the more likely it is that the motion can be decided  
24 sufficiently in advance of the trial date so that there are  
25 no unnecessary expenses.

26 MR. MOSS: Because right now the way we have it,

Laura L. Ludovico, SCR

1 Proceedings

2 Judge, is that because we think this motion may impact the  
3 scope of the summary judgment, the sanctions motion that  
4 you will be hearing today, I believe our motion for summary  
5 judgment is due as per our last call with you 21 days after  
6 a ruling on this motion, and so because of that -- I mean,  
7 maybe we can do it a little more quickly, but because of  
8 that, I don't know --

9 THE COURT: That's fine. That's fine. What we  
10 previously agreed to is fine.

11 All right. So let's proceed with the sanctions  
12 motion.

13 MR. MOSS: Okay. Thank you, Your Honor. Edward  
14 Moss for the Plaintiff.

15 And as the Court knows, the reason for the motion  
16 here today is that Mr. Kwok repeatedly gave false testimony  
17 at his deposition about the central issue in this case when  
18 he denied that he entered into the March 2011 personal  
19 guarantee and loan facility that we are suing on in this  
20 case, as well as several related contracts. Mr. Kwok  
21 testified that those were fake documents with his  
22 signatures forged, and as we covered in the briefs and I'll  
23 cover it, it's indisputable that that testimony was not  
24 untruthful, but also that his lawyers knew that to be the  
25 case.

26 We do not bring this motion lightly, Your Honor.

Laura L. Ludovico, SCR

Proceedings

After the deposition we wrote to opposing counsel and we gave them a chance to correct the false testimony. They refused to take any remedial action and so here we are.

I think it's important to give the Court a little bit of background on the merits to put this testimony in context and just how critical it is to the case. So the parties began their relationship in 2008. Pacific Alliance lent Mr. Kwok money to finish an apartment complex in Beijing that he and his companies were building. Mr. Kwok made repayments in 2009. He repaid some of the money. There were then a series of agreements through the years and in March 2011 the parties entered into a new loan facility, a new personal guarantee and they agreed in those documents that there was still \$46 million due and owing even though there were payments in 2009.

The March 2011 guarantee is the document Pacific Alliance is suing under. Mr. Kwok never repaid any of the money due and owing under the March 2011 personal guarantee and by April of 2013 the parties tried to settle the debt. Mr. Kwok said I'll give you, Pacific Alliance, three apartments in the Beijing complex that I was building to settle the debt. It was memorialized in an April 2013 settlement agreement, but there were conditions precedent to that settlement, including, most importantly, Mr. Kwok had to give Pacific Alliance title because they were going

Laura L. Ludovico, SCR

Proceedings

to sell the apartments and try to recoup some of the money that he'd owed them.

He admits in his papers that he never gave them title and so by the settlement agreement's express terms, because the conditions precedent were not satisfied, the debt reverted and the personal guarantee reverted.

Throughout this entire case before this Court Mr. Kwok has taken the position that he settled the debt because he substantially performed under that 2013 agreement; he gave Pacific Alliance the keys and they signed the contract even though title was never transferred. That was his defense.

There was never a question about whether any of these contracts were authentic. So we were all -- I think both sides of the table were very surprised at his deposition last year on what is supposed to be the last day of discovery when Mr. Kwok testified that all of these documents were fake contracts with his signatures forged by the Chinese government. He testified that the March 2011 loan facility and personal guarantee were fake. He said the April 2013 settlement relating to the apartments was fake and there were four extensions; the settlement agreement -- there were four extensions and those make the seven key agreements; the guarantee, the facility, the settlement and the four extensions. And so Mr. Kwok, his story at his deposition was that "I made some payments in

Laura L. Ludovico, SCR



Proceedings

2009 and all the documents after that, the 2011 documents,  
the 2013 settlement, they were all fake."

Now, I'm going to walk through this using the  
April 2013 deed of settlement as an example. I put in  
front of him -- I said to him: "Did you sign this? What  
is it?" He said: "I mean, this is so ridiculous. It's so  
ridiculous. You forged something like this. You tried to  
accuse me. This is so fake." And he had similar testimony  
about all of the other key contracts. There is no way,  
Judge, no way to reconcile this with Mr. Kwok's admissions  
and his positions in this case.

On the forum non conveniens motion, the first  
motion in this case, Mr. Kwok submitted an affidavit by  
someone named Fiona Yu. She swore -- Ms. Yu swore under  
penalty of perjury that she was an appointed person of  
Mr. Kwok and that she was attaching, quote, true and  
correct copies, quote, of the key contracts, including the  
guarantee, the facility, the deeds of settlement and the  
extensions. So that is Docket No. 11. These documents  
were put in front of the Court, filed with the Court by  
Mr. Kwok at the beginning of this case before discovery.  
These weren't our copies of the agreements that we gave him  
and he gave to you, these were his copies. He put the  
documents in in this case and said they were true and  
correct copies.

Laura L. Ludovico, SCR

Proceedings

Then we served Pacific Alliance's Request for Admission at the beginning of the case. We docketed these as Docket No. 347. We said to him, for example, "Admit that you, Shiny Times, Beijing Pangu and Pacific Alliance executed a Deed of Settlement dated April 19, 2013." We didn't have to give him the document, he had already docketed it. He knew exactly what the document was and because he knew what it was, he said in his response, it's highly caveated, of course, with a lot of boilerplate, but he says: "Kwok admits only that he, Shiny Times, Beijing Pangu and Pacific Alliance executed an agreement dated April 19, 2013." Then that's one of the documents he said in his deposition didn't even exist, it's a fake.

Then we had an evidentiary hearing on the attachment phase of the case. Pacific Alliance included on the joint exhibit list all of these key contracts, all of them. Mr. Kwok represented in a letter to the Court that he, quote, does not dispute the authenticity of any of plaintiff's exhibits. How could he? They were his documents. There are arguments in the briefing from the other side about how their documents -- Mr. Kwok's admissions don't mean what they say and we addressed those in the briefing, but I don't think I need to waste the Court's time with that here.

The documents, Your Honor, are clear as day and

Laura L. Ludovico, SCR

Proceedings

the suggestion that the law firm didn't know that the testimony was false lacks any and all credibility.

Docket No. 167; this is the Hodgson Russ brief relating to the attachment proceedings and they were arguing about likelihood of success on the merits and here is what they said in Docket No. 167: "For example, substantial performance of the April 19, 2013 Deed of Settlement may have occurred."

It would be unconscionable to allow PAX to obtain full repayment of the loan in this action in addition to the windfall of three valuable apartments meant to satisfy that same loan facility. The loan is the March 2011 loan, the facility is the March 2011 facility, the Deed of Settlement that they say he substantially performed under is the April deed, 2013. Mr. Kwok testified that these documents don't exist, that he never signed them.

In addition to their representations, we have dozens and dozens and dozens of contemporaneous e-mails from our clients served with metadata that we produced in this case. We have witnesses who will testify that they sent and received those e-mails in realtime. They include e-mails like the one on our slide deck, Docket No. 354. This is an e-mail on March 16, 2011, the date of the facility from Stevenson, Wong, Mr. Kwok's lawyers, to our client, Pacific Alliance. It contains three attachments;

Laura L. Ludovico, SCR

1 Proceedings

2 the loan facility, the personal guarantee, and the lawyers  
3 write -- Mr. Kwok's lawyers write to us: "Dear Steffi --"  
4 that's an in-house lawyer at Pacific Alliance -- "Attached  
5 please find herewith documents signed by Mr. Kwok Ho Wan  
6 for your further handling." And it attaches the executed  
7 copies of the personal guarantee and of the loan facility.

8 It is crystal clear, and the cases are just as  
9 clear, Your Honor, that the Court has the discretion to  
10 impose sanctions for frivolous conduct, and frivolous  
11 conduct includes asserting material factual statements that  
12 are false. We've asked for attorneys' fees, we've asked  
13 for monetary sanctions and we've also asked the Court to  
14 use its discretion to preclude Mr. Kwok from advancing this  
15 argument. This is an argument he put on us in the last day  
16 of discovery that was diametrically opposed to all of his  
17 other positions in this case.

18 THE COURT: Let me ask you this, Mr. Moss.

19 MR. MOSS: Of course.

20 THE COURT: You're suing Mr. Kwok for  
21 \$46 million.

22 MR. MOSS: Well, there was interest on the loan,  
23 Your Honor.

24 THE COURT: More than \$46 million.

25 MR. MOSS: It's now actually up to about 110.

26 THE COURT: So you're suing Mr. Kwok for

Laura L. Ludovico, SCR

Proceedings

\$110 million. Of what benefit to you would the monetary sanction be?

MR. MOSS: Sure. Well, in terms of the monetary sanction, the \$10,000 per occurrence, my understanding, Your Honor, is that that does not come to us -- that's really punitive -- it goes to lawyer's funds and it's meant to discourage further conduct. And as far as the attorneys' fees go, we expended attorneys' fees.

Mr. Kwok's deposition was a waste of time and we felt that we needed to bring this briefing -- bring this issue to the Court's attention, and so our client would be reimbursed for the attorneys' fees spent sort of dealing with this issue.

And as we all know, you know, Mr. Kwok knows he has not paid his rent on the Sherry-Netherland. Who knows where he is right now. You know, we believe that a message should be sent that you can't lie under oath and that there should be penalties, and we also believe that we should be reimbursed for the attorneys' fees, but the preclusion is important here, Judge, because we need some focus on the summary judgment. Either this is -- either these are real contracts and we have to argue substantial performance and see if they actually have any defense, which we believe they don't, they never gave us title, or we need to argue something, I guess, about how his self-serving testimony

Laura L. Ludovico, SCR

Proceedings

alone can't create a genuine issue of fact on whether or not these documents are real.

If the document is real -- if the March 2011 document is real and all of the evidence, every single thing except for his self-serving uncorroborated made up testimony, suggests that it is real, if it is real, it's game over. His only defense is that he made some payments in 2009. This document was entered into in 2011 and it's undisputed that he didn't pay a penny under this document and so this is a summary judgment case if it is not moneyed up by making us chase down all of these rabbit holes because Mr. Kwok decided to go rogue at his deposition.

So that's why we believe that preclusion is appropriate here, Your Honor, and the Court has power -- the Court has discretion to fashion a remedy that's meant to rectify abuses of the discovery process. We cite a lot of cases in our brief where the Court strikes pleadings based upon false testimony, but the Hurricane Sandy cases, 303 F.R.D. 17, it's an Eastern District case, in that case the Court precluded a party from relying on an expert because the discovery abuse precluded a party from making certain arguments and the Court noted that that was a less significant sanction than striking pleadings, which New York Courts routinely do.

And if the Court didn't want to do this as a

Laura L. Ludovico, SCR

Proceedings

sanction, you can do it as judicial estoppel, Your Honor, because Mr. Kwok has made representations to this Court that these contracts are real and the Court relied on those representations in dismissing the case for forum non conveniens. On forum non conveniens Mr. Kwok put in front of you the contracts. He argued that they contained choice of law provisions in Hong Kong and so you should dismiss the case and let it proceed in Hong Kong because you would have to be applying Hong Kong Law. The Court granted that motion. The Court granted that motion in part because, and I quote from the Court's decision, the transaction was, quote, governed by Hong Kong Law. The only reason the Court held that was because Mr. Kwok gave you the contracts, pointed you to the choice of law provision and said look, Judge, Hong Kong Law, choice of law provision, you need to dismiss the case.

Their only answer was that that wasn't a final judgment, so judicial estoppel doesn't apply. That's wrong. We cite cases in our reply brief showing that judicial estoppel can apply to bar a party from taking one position in a proceeding and then a completely inconsistent position and it's meant for precisely cases like this, to make sure that somebody does not abuse the judicial process by flip-flopping, taking a position in front of the Court and then completely changing its stance.

Laura L. Ludovico, SCR

Proceedings

So, Your Honor, they make the argument here that this is just about summary judgment. This is not just about summary judgment, this is about trying to do the right thing. We are not worried about summary judgment. He cannot create -- Mr. Kwok cannot create a genuine issue of fact on the authenticity of the March 2011 guarantee with self-serving testimony when all of his admissions, all of the e-mails of all of our witnesses make quite clear that that was a real document. Once that's a real document, it's summary judgment and so we are not worried about this from a summary judgment standpoint. This is about making sure that people cannot just come into courts here and give false testimony that is completely diametrically opposed from a position they have been taking for years in a litigation.

Look, I don't envy Mr. Harmon in this situation. I think what really happened, there was surprise in that room when this testimony came, I think on both sides. I don't envy the position Mr. Harmon is in in this case, but we brought this to their attention and they did not do the right thing. You are supposed to -- under the Rules of Professional Conduct you are supposed to remedy false testimony and there is no question, no question, that this was false.

THE COURT: All right. Let me hear from

Laura L. Ludovico, SCR



Proceedings

Mr. Harmon.

MR. HARMON: Thank you. Good morning, Your Honor.

This motion is a motion for sanctions, but this motion is all about summary judgment. If the motion was for sanctions, if that was really the object, then they could have made a motion for summary judgment and sanctions at the same time, but they have not made a motion for summary judgment. What they are looking to do is to set up a motion for summary judgment by having this Court, in essence, grant summary judgment on a motion for sanctions.

So let me look at some of the issues that have been raised by Mr. Moss. Since our appearance in this case, and we were not original counsel, so I'm talking about from the time that we were in this case, PAX has taken umbrage any time Mr. Kwok has not agreed with a factual assertion that PAX has made. Our answer to the complaint denied the material allegations of the complaint.

Following PAX's receipt of our denial of the allegations in the complaint, they wrote letters chastising us for denying nearly every allegation in the complaint, referring to their allegations as incontrovertible facts, so the notion at the beginning of this case -- the allegations regarding the loans that were made, not to Mr. Kwok because Mr. Kwok is not a borrower here, Mr. Kwok

Laura L. Ludovico, SCR

Proceedings

was never a borrower here of any loan or any investment or any facility, he was a personal guarantor of one of the loans at one time, something which he has never denied, but from the beginning of this case, Mr. Kwok, in his answer, denied the material allegations of the complaint.

Mr. Moss spoke about the Request for Admissions, but the Request for Admissions did not attach any document and asked for its authentication. That's how a request for admission is supposed to work; you attach a document to your request and you ask that the other party authenticate the document, admit that it is an authentic document. And we pointed that out to PAX on more than one occasion, that their request for us to discuss documents, which they had not attached, was an improper way of asserting or requesting an admission. And this is significant because Mr. Kwok does not read English, so in order for him to be able to look at a document, he doesn't just have to have it referred to, he has to see it.

And notwithstanding that, we repeatedly told PAX that their Request for Admissions were improper and faulty. They refused to either -- to re-serve them and attach copies of the documents. They were asking us to admit or make specific reference to a document to which we could look so that the responses could be made and so our Request for Admissions did not admit the authenticity of any

Laura L. Ludovico, SCR

Proceedings

document because no document was specifically attached or otherwise identified. And Mr. Kwok has not denied that he has signed documents. At his deposition he denied that the signatures on the documents he was shown were not authentic. That is not the same thing as saying that he denies any document in the case, but he has denied that the signatures of the documents he was shown at his deposition are his signatures.

THE COURT: Well, let me ask you this, Mr. Moss. I meant Mr. Harmon rather.

Mr. Moss referred to the documents that Mr. Kwok submitted in connection with the forum non conveniens motion and he affirmatively sponsored those documents as true and correct copies of the documents that are at issue in this sanctions motion, so how can it be that the documents that Mr. Kwok tendered to the Court as authentic and controlling are not true and correct copies of the documents that Mr. Moss is relying on?

MR. HARMON: So, Your Honor, the answer to that question comes in two parts. The first part is that those questions were asked of Mr. Kwok at his deposition and at his deposition Mr. Kwok said that he had not seen the affidavit or the declaration before. It was submitted that he had not been shown the documents that were attached, that he was not aware of how Ms. Yu obtained the documents

Laura L. Ludovico, SCR

Proceedings

1  
2 to attach them. He also testified that he is now unable to  
3 determine the answer to those questions because Ms. Yu, as  
4 have many of the Kwok family members who reside in China,  
5 have disappeared, they cannot be found. They have either  
6 been detained or arrested or have hidden out. So he cannot  
7 contact her to find out what the answer to those questions  
8 are as to how she got them, from where she got them.  
9 That's part one, Your Honor.

10 Part two, Your Honor, is that you may be in a  
11 position on a motion for summary judgment to make a  
12 determination that the submission of those documents by  
13 Ms. Yu at an early stage in this case outweighs Mr. Kwok's  
14 denial at his deposition, but we are not talking here about  
15 preponderance of the evidence or the determination of  
16 disputed questions of fact. This is a motion for  
17 sanctions, not a motion for summary judgment and what PAX  
18 has asked us as Mr. Kwok's counsel to do is to be the  
19 judge, jury and executioner of our client who swears under  
20 oath at his deposition that he did not sign the documents  
21 and that he does not know where Ms. Yu or his prior counsel  
22 obtained them from in order to make that submission.

23 So ultimately, Your Honor, at an appropriate  
24 time, either on a motion for summary judgment, if you are  
25 so inclined, or on a trial of the merits of the action,  
26 somebody may determine that the evidence that the documents

Laura L. Ludovico, SCR

Proceedings

were signed outweighs Mr. Kwok's testimony, that it's not his signature. But that is not the motion that we have here. The motion we have here is to sanction Mr. Kwok and his counsel for not stepping up and saying, yes, Mr. Kwok lied at his deposition, and this is intended to be the setup for the summary judgment motion, but is not the summary judgment motion.

And the other indicia to which Mr. Moss points is no stronger than the Request for Admissions. There is no stipulation that was entered on the authenticity of documents in connection with the prejudgment attachment hearings, Your Honor. We entered into a so-ordered stipulation and the so-ordered stipulation to which we agreed specifically said that Mr. Kwok would not, for the purpose of the prejudgment attachment hearing, contest the merits of the case, but that he reserved the right to contest the merits at a later date. That's after the prejudgment attachment hearing was decided.

The Court -- we submitted a letter to the Court providing documents in which he said that the authenticity of the documents was not at issue, which was entirely consistent with the formal stipulation which we had negotiated and entered and which Your Honor had so ordered. Had we not done that, it would have been antithetical that we not have any prejudgment attachment here because that is

Laura L. Ludovico, SCR

1 Proceedings

2 actually the position we would have been in if that had  
3 happened.

4 Your Honor, we, as counsel, cannot be expected to  
5 make a decision as to whether our client's sworn testimony  
6 is true or not. Throughout the case, and starting with our  
7 answer, we denied the material allegations of the  
8 complaint. We do not admit to the authenticity of the  
9 documents in the request for admission and Mr. Kwok has not  
10 denied that he signed documents. What he testified to at  
11 his deposition is that the documents -- the signature on  
12 the documents he was shown was not his.

13 Now, Your Honor, Mr. Kwok has been suspicious and  
14 rightfully so, about the positions that PAX has taken  
15 throughout this case. The complaint and the amended  
16 complaint and every appearance that we have had before Your  
17 Honor has consisted of PAX telling Your Honor that Mr. Kwok  
18 borrowed \$30 million and never repaid a penny of that  
19 money. Today is the first day that PAX has ever conceded  
20 that substantial monies were repaid on the loans that it  
21 made. It was not until we obtained document discovery and  
22 began the deposition of PAX'S client -- PAX's witnesses  
23 that it became clear that there were two loans made of  
24 \$100,000,000; one for 70 million and one for 30 million,  
25 and in 2009 the full principal amount of both of those  
26 loans was repaid.

Laura L. Ludovico, SCR

Proceedings

For reasons that PAX has not explained, but for internal purposes, it chose to treat the unpaid amount as a continuation of the \$30 million original loan that was made, even though its own documents -- its own board minutes, its own reports of Deloitte to the Risk Committee, all of them acknowledge that the physical \$30 million had been repaid. So Mr. Kwok, who was -- and even here today they talk about Mr. Kwok getting the money and Mr. Kwok not repaying. Mr. Kwok was not a borrower, the entities were borrowers and it wasn't Mr. Kwok who was entering into agreements or talking about providing apartments, which he did not own, to the plaintiffs in repayment of a loan. The apartments were owned by the entity to which the loans were made. Mr. Kwok is being sued on his personal guarantee and Mr. Kwok is denying that his personal guarantee on the full unpaid amount continued past a certain date.

To us, Your Honor, these raise questions of fact and as I said, the day may come when a Court -- when Your Honor, either on a motion for summary judgment or a jury on a trial, will rule that Mr. Kwok's statement that he didn't sign the documents is not believable given the preponderance of the evidence, but this is not a motion for summary judgment and it need not have been made separately either. We believe PAX was trying to set the stage for its motion for summary judgment, which, as you have heard, has

Laura L. Ludovico, SCR

1 Proceedings

2 yet to be made.

3 Thank you.

4 THE COURT: All right. Is Mr. Mitchell going to  
5 say anything?

6 MR. MITCHELL: No, Your Honor, the motion doesn't  
7 really involve my clients, quite frankly.

8 THE COURT: All right. Last word, Mr. Moss.

9 MR. MOSS: Thank you, Your Honor. I'll be brief  
10 and I'll just hit a few of the points.

11 First of all, the suggestion that we did  
12 something improper by not attaching to the RFA's their own  
13 documents that they had submitted to the Court and that  
14 they didn't know what documents we were talking about; we  
15 described the parties, we described the year. They had the  
16 documents and under CPLR 3123(A) you don't need to attach  
17 the documents if copies have already been furnished and  
18 this was a case where they were their documents that we  
19 were asking to stipulate to.

20 As far as Ms. Yu, the suggestion that Mr. Kwok  
21 was not able to cross-examine or Hodgson Russ was able to  
22 cross-examine Ms. Yu on what she said in her affidavit,  
23 well, those questions should have been asked before  
24 Mr. Kwok authorized her. As he testified in his  
25 deposition -- Mr. Harmon doesn't know this point --  
26 Mr. Kwok admitted at his deposition that he authorized

Laura L. Ludovico, SCR



Proceedings

Ms. Yu to put in the affidavit on his behalf and he should have asked her the questions before whether or not these were really true and correct copies before making a representation to Your Honor that they were. Of course, Boise Schiller vetted it and of course Boise Schiller knew these were true and correct copies. They got documents from somewhere. Either Mr. Kwok gave it to them or they got them from Mr. Kwok's law firm in Hong Kong, but the suggestion that he put in some affidavit with Boise Schiller and Hodgson Russ didn't have a chance to cross-examine Mr. Kwok's own witness, really, Your Honor, is beyond the pale.

The stipulation that we're talking about, Mr. Harmon is right, we put in a stipulation that said we did not have to prove the merits -- likelihood of success on the merits on the attachment proceedings because we were going to be focused on fraud and we were going to be focused on veil piercing, but we had that stipulation. We then gave them an exhibit list, a proposed joint exhibit list, which included all of the contracts. They objected to the admissibility of those contracts on the basis that they were merits so they were subject to the stipulation and they were irrelevant to the attachment proceeding, but they then included in their letter a clear as day statement, defendant -- this is Docket 325: "Defendant

Laura L. Ludovico, SCR

1 Proceedings

2 Kwok does not dispute the authenticity of any of  
3 plaintiff's exhibits." They didn't say they were disputing  
4 it for purposes of one hearing. A document is either  
5 authentic or it's not authentic. It's not authentic in one  
6 proceeding and authentic in a different proceeding.

7 And this whole idea about the 100 million and the  
8 30 million, the simple fact of the matter is that the  
9 March 2011 agreement set forth the debt. Mr. Kwok has  
10 never repaid that debt. That is the document that we are  
11 suing him on, that is the debt that we are suing him on and  
12 there is really no dispute that there were no payments  
13 under that March 2011 facility. That facility was taken  
14 out by Mr. Kwok's company that he wholly owned and he  
15 personally guaranteed it and so it really is just as  
16 straightforward.

17 Mr. Harmon makes the argument, you know, they  
18 didn't sue on other documents. He repaid on other  
19 documents, but he never repaid this particular facility.

20 Thank you, Your Honor.

21 THE COURT: All right. Respectfully, to the  
22 movant, given the nature of this case, the concept of  
23 sanctions for what would appear to be questionable  
24 testimony is not something I'm inclined to do. However,  
25 I'm satisfied that Mr. Kwok is judicially estopped from  
26 contesting the authenticity of the documents that he, on

Laura L. Ludovico, SCR

1 Proceedings

2 more than one occasion, sponsored to the Court as authentic  
3 documents. So if-as-and-when we have a trial of this case,  
4 those documents will be admitted into evidence as true and  
5 authentic copies of documents that Mr. Kwok is judicially  
6 estopped from disputing the authenticity of and that's the  
7 disposition of this motion.

8 So please order a copy of the transcript and we  
9 will issue a short form order denying the motion for  
10 sanctions, but confirming that Mr. Kwok is judicially  
11 estopped from contesting the authenticity of these  
12 documents.

13 Anything further?

14 MR. MOSS: Your Honor, may I just revisit the  
15 issue of the trial date briefly?

16 THE COURT: Yes.

17 MR. MOSS: Your Honor, would we be permitted to  
18 push the trial date as the plaintiff in this case because  
19 we really do believe that kicking off the trial date will  
20 most likely result in the preservation of resources here  
21 because we do think this is a summary judgment case and we  
22 want to make sure that the Court has sufficient time to  
23 rule on our summary judgment motion and we're very  
24 concerned about the state of the world.

25 THE COURT: You have requested a jury. I'm not  
26 in a position to evaluate whether or not the Court will

Laura L. Ludovico, SCR

1 Proceedings

2 accommodate jury trials on October 5th. I'm also not in a  
3 position to evaluate whether witnesses from Hong Kong will  
4 be allowed to travel to the United States. We will  
5 schedule a pretrial conference for -- bear with me one  
6 moment.

7 (Brief pause in the record.)

8 THE COURT: -- September 8th, and in advance of  
9 that conference, I'll presumably have received and ruled on  
10 the forthcoming summary judgment motion and if the case is  
11 decided on motion, there will be no October 5th trial, if  
12 the case is not decided on motion, on September 8th we will  
13 discuss the October 5th trial date in light of any  
14 circumstances, but it's not my intention to move the  
15 long-scheduled trial date of this 2017 case because all of  
16 the trials that were scheduled for late March, April, May,  
17 June and July have all been slotted into dates in the  
18 latter part of 2020 and for most of the available dates in  
19 2021 and I'm not going to reschedule this case for a 2021  
20 date unless there's some force majeure jour reason why it  
21 can't proceed on October 5th, and there may be such a  
22 reason, but we will discuss that on September 8th, all  
23 right?

24 MR. MOSS: Thank you, Your Honor.

25 MR. HARMON: Very good.

26 THE COURT: Have a nice day.

Laura L. Ludovico, SCR

1 Proceedings

2 MR. MOSS: Thank you.

3 MR. HARMON: Thank you.

4 THE COURT: Please order a copy of the  
5 transcript.

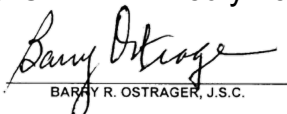
6 \* \* \* \* \*

7 I, Laura L. Ludovico, a senior court reporter for  
8 the State of New York, do hereby certify that the foregoing  
9 is a true and accurate transcription of my original  
10 stenographic notes.

11 /s/ Laura L. Ludovico

12 Laura L. Ludovico  
13 Senior Court Reporter

14 SO ORDERED July 20, 2020

15   
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26

BARRY R. OSTRAGER, J.S.C.

Laura L. Ludovico, SCR

MR. HARMON: [4] 16/3 18/20 27/25 28/3  
 MR. MITCHELL: [1] 23/6  
 MR. MOSS: [14] 3/17 3/20 4/13 4/26 5/13 11/19 11/22 11/25 12/4 23/9 26/14 26/17 27/24 28/1  
 THE COURT: [19] 2/26 3/19 4/7 4/20 5/9 11/18 11/20 11/24 11/26 15/26 18/10 23/4 23/8 25/21 26/16 26/25 27/8 27/26 28/4

\$

\$10,000 [1] 12/5  
 \$100,000,000 [1] 21/24  
 \$110 [1] 12/1  
 \$110 million [1] 12/1  
 \$30 [3] 21/18 22/4 22/7  
 \$30 million [3] 21/18 22/4 22/7  
 \$46 [3] 6/15 11/21 11/24  
 \$46 million [2] 6/15 11/21

-

-----X [2] 1/3  
 1/10  
 -against [1] 1/6

1

100 million [1] 25/7  
 10007 [2] 1/11 1/25  
 10036 [1] 1/18  
 10065 [1] 2/6  
 10158 [1] 1/22  
 11 [1] 8/20  
 110 [1] 11/25  
 16 [1] 10/24  
 162 [1] 2/5  
 167 [2] 10/4 10/7  
 17 [1] 13/20  
 19 [3] 9/6 9/13 10/8

2

2008 [1] 6/8  
 2009 [5] 6/11 6/16 8/1 13/9 21/25  
 2011 [14] 5/18 6/13 6/17 6/19 7/19 8/2 10/13 10/14 10/24 13/4 13/9 15/7 25/9 25/13  
 2013 [10] 6/20 6/23 7/10 7/21 8/3 8/5 9/6 9/13 10/8 10/16  
 2017 [3] 1/6 3/13 27/15  
 2020 [2] 1/12 27/18  
 2021 [2] 27/19 27/19  
 21 [1] 5/5  
 2300 [1] 1/21

3

30 [1] 21/24  
 30 million [1] 25/8  
 303 [1] 13/20  
 3123 [1] 23/16  
 325 [1] 24/26  
 347 [1] 9/4  
 354 [1] 10/23

4

420 [1] 1/25

5

5th [8] 3/3 3/5 3/5 3/7 27/2 27/11 27/13 27/21

60 [2] 16/35  
 605 [1] 17/21  
 61 [1] 1/2  
 64th [1] 2/5  
 652077/2017 [1] 1/6

7

70 [1] 21/24

8

8th [3] 27/8 27/12 27/22

A

AARON [1] 2/6  
 able [6] 3/25 3/26 4/5 17/18 23/21 23/21  
 about [24] 5/17 7/13 8/10 9/22 10/6 11/25 12/26 15/3 15/4 15/4 15/5 15/12 15/13 16/6 16/16 17/7 19/14 21/14 22/9 22/12 23/14 24/14 25/7 26/24  
 abuse [2] 13/22 14/24  
 abuses [1] 13/17  
 accommodate [1] 27/1  
 accommodated [1] 4/10  
 accordingly [1] 3/16  
 accurate [1] 28/9  
 accuse [1] 8/9  
 acknowledge [1] 22/7  
 action [3] 6/4 10/11 19/25  
 actually [3] 11/25 12/24 21/1  
 addition [2] 10/11 10/18  
 address [2] 1/11 3/18  
 addressed [1] 9/23  
 admissibility [1] 24/22  
 admission [4] 9/3 17/10 17/16 21/9  
 admissions [8] 8/11 9/23 15/8 17/7 17/8 17/21 17/26 20/10  
 admit [5] 9/4 17/12 17/23 17/26 21/8  
 admits [2] 7/4 9/11  
 admitted [2] 23/26 26/4  
 advance [2] 4/24 27/8  
 advancing [1] 11/14  
 affidavit [5] 8/14 18/24 23/22 24/2 24/10  
 affirmatively [1] 18/14  
 after [4] 5/5 6/1 8/2 20/18  
 against [1] 1/6  
 ago [1] 3/22  
 agreed [4] 5/10 6/14 16/17 20/15  
 agreement [5] 6/24 7/10 7/23 9/12 25/9  
 agreement's [1] 7/5  
 agreements [4] 6/12 7/24 8/23 22/12  
 all [30]  
 allegation [1] 16/22  
 allegations [6] 16/19 16/21 16/23 16/25 17/6 21/7  
 ALLIANCE [11] 1/3 6/8 6/18 6/21 6/26 7/11 9/5 9/12 9/16 10/26 11/4  
 Alliance's [1] 9/2  
 allow [1] 10/10  
 allowed [1] 27/4  
 alone [1] 13/1  
 already [2] 9/7 23/17  
 also [5] 5/24 11/13 12/19 19/2 27/2  
 amended [1] 21/15  
 amount [3] 21/25 22/3 22/17  
 answer [7] 14/18 16/18 17/5 18/20 19/3 19/7 21/7

authentic [1] 20/43  
 any [1] 16/17 17/2 17/2 17/3 17/8 17/26 18/7 20/26 25/2 27/13  
 anything [2] 23/5 26/13  
 apartment [1] 6/9  
 apartments [6] 6/22 7/2 7/21 10/12 22/12 22/14  
 appear [1] 25/23  
 appearance [2] 16/14 21/16  
 apply [2] 14/19 14/21  
 applying [1] 14/10  
 appointed [1] 8/16  
 appropriate [2] 13/15 19/23  
 April [9] 6/20 6/23 7/21 8/5 9/6 9/13 10/8 10/16 27/16  
 April 19 [3] 9/6 9/13 10/8  
 April 2013 [3] 6/23 7/21 8/5  
 are [27] 3/4 3/26 4/2 4/17 4/24 5/19 6/4 9/21 9/26 11/8 11/12 12/22 13/3 14/4 15/5 15/11 15/22 15/23 16/10 18/9 18/15 18/18 19/8 19/14 19/24 25/10 25/11  
 aren't [1] 3/6  
 argue [2] 12/23 12/25  
 argued [1] 14/7  
 arguing [1] 10/6  
 argument [4] 11/15 11/15 15/2 25/17  
 arguments [2] 9/21 13/23  
 ARONSSON [1] 1/19  
 arrested [1] 19/6  
 as [39]  
 ASIA [1] 1/3  
 ask [3] 11/18 17/11 18/10  
 asked [8] 11/12 11/12 11/13 17/9 18/22 19/18 23/23 24/3  
 asking [2] 17/23 23/19  
 asserting [2] 11/11 17/15  
 assertion [1] 16/18  
 attach [5] 17/8 17/10 17/22 19/2 23/16  
 attached [4] 11/4 17/15 18/2 18/25  
 attaches [1] 11/6  
 attaching [2] 8/17 23/12  
 attachment [8] 9/16 10/5 20/12 20/16 20/19 20/26 24/17 24/24  
 attachments [1] 10/26  
 attention [2] 12/12 15/21  
 attorneys [4] 1/17 1/21 2/4 3/11  
 attorneys' [5] 11/12 12/9 12/9 12/13 12/20  
 authentic [10] 7/14 17/12 18/6 18/17 25/5 25/5 25/5 25/6 26/2 26/5  
 authenticate [1] 17/11  
 authentication [1] 17/9  
 authenticity [10] 9/19 15/7 17/26 20/11 20/21 21/8 25/2 25/26 26/6 26/11  
 authorized [2] 23/24 23/26  
 available [2] 3/8 27/18  
 Avenue [1] 1/21  
 aware [1] 18/26

B

background [1] 6/6  
 ban [2] 3/21 4/2  
 bar [1] 14/21  
 barring [1] 4/10  
 BARRY [1] 1/14  
 based [1] 13/19  
 basis [1] 24/22  
 be [39]

bear [1] 27/5	clients [3] 16/20 25/26	dated [2] 9/26 9/52
became [1] 21/23	come [4] 3/26 12/6 15/13 22/19	dates [3] 3/9 27/17 27/18
because [24] 4/26 5/2 5/6 5/7 6/26 7/6 7/9 9/9 12/21 13/13 13/22 14/3 14/9 14/11 14/14 16/26 17/16 18/2 19/3 20/26 24/17 26/18 26/21 27/15	comes [1] 18/21	day [7] 7/16 9/26 11/15 21/19 22/19 24/25 27/26
been [12] 15/15 16/14 18/25 19/6 20/25 21/2 21/13 22/8 22/24 23/17 23/23 27/17	coming [1] 3/20	days [1] 5/5
before [8] 4/18 7/8 8/22 18/24 21/16 23/23 24/3 24/4	Committee [1] 22/6	dealing [2] 4/7 12/13
began [2] 6/8 21/22	companies [1] 6/10	Dear [1] 11/3
beginning [4] 8/22 9/3 16/24 17/5	company [1] 25/14	debt [7] 6/20 6/23 7/7 7/9 25/9 25/10 25/11
behalf [1] 24/2	complaint [8] 16/19 16/19 16/21 16/22 17/6 21/8 21/15 21/16	decided [5] 4/23 13/13 20/19 27/11 27/12
Beijing [4] 6/10 6/22 9/5 9/11	completely [3] 14/22 14/26 15/14	decision [2] 14/12 21/5
being [2] 4/5 22/15	complex [2] 6/9 6/22	deck [1] 10/23
believable [1] 22/22	conceded [1] 21/19	declaration [1] 18/24
believe [7] 5/4 12/17 12/19 12/24 13/14 22/25 26/19	concept [1] 25/22	deed [5] 8/5 9/6 10/8 10/14 10/16
benefit [1] 12/2	concerned [1] 26/24	deeds [1] 8/19
best [1] 4/14	conditions [2] 6/24 7/6	defendant [3] 1/21 24/26 24/26
beyond [1] 24/13	conduct [4] 11/10 11/11 12/8 15/23	Defendants [2] 1/10 2/4
bit [1] 6/6	conference [2] 27/5 27/9	defense [3] 7/12 12/24 13/8
board [1] 22/5	confirming [1] 26/10	Deloitte [1] 22/6
boilerplate [1] 9/10	connection [2] 18/13 20/12	denial [2] 16/20 19/14
Boise [3] 24/6 24/6 24/10	consider [1] 4/18	denied [9] 5/18 16/19 17/4 17/6 18/3 18/4 18/7 21/7 21/10
borrowed [1] 21/18	consisted [1] 21/17	denies [1] 18/7
borrower [3] 16/26 17/2 22/10	consistent [1] 20/23	denying [3] 16/22 22/16 26/9
borrowers [1] 22/11	contact [1] 19/7	deposition [18] 5/17 6/2 7/16 7/26 9/14 12/10 13/13 18/4 18/8 18/22 18/23 19/14 19/20 20/6 21/11 21/22 23/25 23/26
both [3] 7/15 15/19 21/25	contained [1] 14/7	described [2] 23/15 23/15
brief [5] 10/4 13/18 14/20 23/9 27/7	contains [1] 10/26	detained [1] 19/6
briefing [3] 9/21 9/24 12/11	contemporaneous [1] 10/19	determination [2] 19/12 19/15
briefly [2] 3/18 26/15	contest [2] 20/16 20/18	determine [2] 19/3 19/26
briefs [1] 5/22	contesting [2] 25/26 26/11	diametrically [2] 11/16 15/15
bring [4] 4/5 5/26 12/11 12/11	context [1] 6/7	did [8] 8/6 15/21 17/8 17/26 19/20 22/13 23/11 24/16
brought [1] 15/21	continuation [1] 22/4	didn't [10] 9/7 9/14 10/2 13/10 13/26 22/21 23/14 24/11 25/3 25/18
building [2] 6/10 6/22	continued [2] 2/2 22/17	different [1] 25/6
C	contract [1] 7/11	disappeared [1] 19/5
call [1] 5/5	contracts [12] 5/20 7/14 7/18 8/10 8/18 9/17 12/23 14/4 14/7 14/15 24/21 24/22	discourage [1] 12/8
came [1] 15/19	control [1] 4/6	discovery [6] 7/17 8/22 11/16 13/17 13/22 21/21
can [6] 4/14 4/23 5/7 14/2 14/21 18/16	controlling [1] 18/18	discretion [3] 11/9 11/14 13/16
can't [4] 3/25 12/18 13/2 27/21	conveniensi [4] 8/13 14/6 14/6 18/13	discuss [3] 17/14 27/13 27/22
cannot [6] 15/6 15/6 15/13 19/5 19/6 21/4	copies [12] 8/18 8/23 8/24 8/26 11/7 17/23 18/15 18/18 23/17 24/4 24/7 26/5	discussion [1] 3/22
case [44]	copy [2] 26/8 28/4	dismiss [2] 14/8 14/17
cases [5] 11/8 13/18 13/19 14/20 14/23	CORPORATION [2] 1/8 2/4	dismissing [1] 14/5
Cause [1] 4/21	correct [7] 6/3 8/18 8/26 18/15 18/18 24/4 24/7	disposition [1] 26/7
caveated [1] 9/10	could [4] 9/20 16/8 17/24 17/25	dispute [3] 9/19 25/2 25/12
central [1] 5/17	counsel [6] 6/2 16/15 19/18 19/21 20/5 21/4	disputed [1] 19/16
Centre [2] 1/11 1/25	country [1] 3/26	disputing [2] 25/3 26/6
certain [2] 13/23 22/17	COUNTY [1] 1/2	District [1] 13/20
certify [1] 28/8	course [4] 9/10 11/19 24/5 24/6	do [16] 4/14 4/15 5/7 5/26 13/25 13/26 14/2 15/4 15/21 16/10 19/18 21/8 25/24 26/19 26/21 28/8
chance [2] 6/3 24/11	court [36]	docket [7] 3/13 8/20 9/4 10/4 10/7 10/23 24/26
changing [1] 14/26	Court's [3] 9/25 12/12 14/12	docketed [2] 9/3 9/8
chase [1] 13/12	Courthouse [1] 3/4	document [21] 6/17 9/7 9/8 13/4 13/5 13/9 13/10 15/10 15/11 17/8 17/10 17/12 17/12 17/18 17/24 18/1 18/2 18/7 21/21 25/4 25/10
chastising [1] 16/21	courts [2] 13/25 15/13	documents [51]
China [1] 19/4	cover [1] 5/23	does [7] 4/16 9/19 12/6 14/24 17/17 19/21 25/2
Chinese [1] 7/19	covered [1] 5/22	doesn't [4] 14/19 17/18 23/6 23/25
choice [3] 14/7 14/15 14/16	COVID [1] 3/24	don't [8] 5/8 9/23 9/24 10/17 12/25 15/17 15/20 23/16
chose [1] 22/3	CPLR [1] 23/16	
circumstance [2] 4/9 4/10	create [3] 13/2 15/6 15/6	
circumstances [3] 4/3 4/6 27/14	credibility [1] 10/3	
cite [2] 13/17 14/20	critical [1] 6/7	
CIVIL [1] 1/2	cross [3] 23/21 23/22 24/12	
clear [6] 9/26 11/8 11/9 15/9 21/23 24/25	cross-examine [3] 23/21 23/22 24/12	
client [5] 4/14 10/26 12/12 19/19 21/22	crystal [1] 11/8	
	D	
	date [13] 3/8 3/18 4/5 4/24 10/24 20/18 22/17 26/15 26/18 26/19 27/13 27/15	

done [1] 20/25  
 down [1] 13/12  
 dozens [3] 10/19 10/19 10/19  
 due [3] 5/5 6/15 6/19

**E**

e-mail [1] 10/24  
 e-mails [4] 10/19 10/22 10/23 15/9  
 early [1] 19/13  
 East [1] 2/5  
 Eastern [1] 13/20  
 EDWARD [3] 1/19 3/17 5/13  
 either [9] 12/22 12/22 17/22 19/5 19/24  
 22/20 22/25 24/8 25/4  
 English [1] 17/17  
 entered [6] 5/18 6/13 13/9 20/11 20/13  
 20/24  
 entering [1] 22/11  
 entire [1] 7/8  
 entirely [1] 20/22  
 entities [1] 22/10  
 entity [1] 22/14  
 envy [2] 15/17 15/20  
 ESQ [4] 1/19 1/19 1/22 2/6  
 essence [1] 16/12  
 estopped [3] 25/25 26/6 26/11  
 estoppel [3] 14/2 14/19 14/21  
 evaluate [2] 26/26 27/3  
 even [6] 3/8 6/16 7/11 9/14 22/5 22/8  
 ever [1] 21/19  
 every [3] 13/5 16/22 21/16  
 everyone [1] 3/15  
 everyone's [1] 4/11  
 everything [1] 3/2  
 evidence [5] 13/5 19/15 19/26 22/23  
 26/4  
 evidentiary [1] 9/15  
 evolving [1] 3/24  
 exactly [1] 9/8  
 examine [3] 23/21 23/22 24/12  
 example [3] 8/5 9/4 10/7  
 except [1] 13/6  
 executed [3] 9/6 9/12 11/6  
 executioner [1] 19/19  
 exhibit [3] 9/17 24/20 24/20  
 exhibits [2] 9/20 25/3  
 exist [2] 9/14 10/17  
 expect [1] 3/15  
 expected [1] 21/4  
 expended [1] 12/9  
 expenses [1] 4/25  
 expert [1] 13/21  
 explained [1] 22/2  
 express [1] 7/5  
 extensions [4] 7/22 7/23 7/25 8/20  
 extenuating [1] 4/3

**F**

F.R.D [1] 13/20  
 facility [15] 5/19 6/14 7/20 7/24 8/19  
 10/13 10/14 10/14 10/25 11/2 11/7  
 17/3 25/13 25/13 25/19  
 fact [5] 13/2 15/7 19/16 22/18 25/8  
 facts [1] 16/23  
 factual [2] 11/11 16/18  
 fake [7] 5/21 7/18 7/20 7/22 8/3 8/9  
 9/14  
 false [8] 5/16 6/3 10/3 11/12 13/19  
 15/14 15/23 15/25

far [5] 4/18 4/18 8/25 8/30  
 fashion [1] 9/36  
 faulty [1] 17/21  
 fees [5] 11/12 12/9 12/9 12/13 12/20  
 felt [1] 12/10  
 few [1] 23/10  
 file [3] 4/15 4/17 4/20  
 filed [1] 8/21  
 final [1] 14/18  
 find [2] 11/5 19/7  
 fine [3] 5/9 5/9 5/10  
 finish [1] 6/9  
 Fiona [1] 8/15  
 firm [2] 10/2 24/9  
 first [5] 3/8 8/13 18/21 21/19 23/11  
 flip [1] 14/25  
 flip-flopping [1] 14/25  
 flopping [1] 14/25  
 focus [1] 12/21  
 focused [2] 24/18 24/19  
 Following [1] 16/20  
 force [2] 4/8 27/20  
 foregoing [1] 28/8  
 forged [3] 5/22 7/18 8/8  
 form [1] 26/9  
 formal [1] 20/23  
 forth [1] 25/9  
 forthcoming [1] 27/10  
 forum [4] 8/13 14/5 14/6 18/13  
 found [1] 19/5  
 four [3] 7/22 7/23 7/25  
 frankly [1] 23/7  
 fraud [1] 24/18  
 frivolous [2] 11/10 11/10  
 front [4] 8/6 8/21 14/6 14/25  
 full [3] 10/11 21/25 22/16  
 FUND [1] 1/4  
 funds [1] 12/7  
 furnished [1] 23/17  
 further [3] 11/6 12/8 26/13

**G**

game [1] 13/8  
 gave [10] 5/16 6/3 7/4 7/10 8/23 8/24  
 12/25 14/14 24/8 24/20  
 GENEVER [4] 1/8 1/9 2/4 2/5  
 genuine [2] 13/2 15/6  
 get [1] 4/12  
 getting [1] 22/9  
 give [5] 6/5 6/21 6/26 9/7 15/14  
 given [4] 4/3 4/5 22/22 25/22  
 go [3] 3/5 12/9 13/13  
 goes [1] 12/7  
 going [8] 3/23 4/10 6/26 8/4 23/4 24/18  
 24/18 27/19  
 good [2] 16/3 27/25  
 got [4] 19/8 19/8 24/7 24/9  
 governed [1] 14/13  
 government [1] 7/19  
 grant [1] 16/12  
 granted [2] 14/10 14/11  
 guarantee [13] 5/19 6/14 6/17 6/19 7/7  
 7/20 7/24 8/19 11/2 11/7 15/7 22/15  
 22/16  
 guaranteed [1] 25/15  
 guarantor [1] 17/3  
 guess [1] 12/26  
 GUI [2] 1/7 1/8  
 GUO [3] 1/7 1/7 1/8

H

had [17] 3/20 6/26 8/9 9/7 9/15 17/14  
 18/23 18/25 20/23 20/24 20/25 21/2  
 21/16 22/7 23/13 23/15 24/19  
 handling [1] 11/6  
 HAORYUN [1] 1/8  
 happened [2] 15/18 21/3  
 HARMON [8] 1/22 15/17 15/20 16/1  
 18/11 23/25 24/15 25/17  
 has [25] 4/22 7/8 11/9 12/16 13/15  
 13/16 14/3 16/16 16/17 16/18 17/4  
 17/19 18/3 18/4 18/7 19/18 21/9 21/13  
 21/14 21/17 21/19 22/2 22/26 25/9  
 26/22  
 have [39]  
 having [2] 4/4 16/11  
 he [68]  
 he'd [1] 7/3  
 hear [1] 15/26  
 heard [1] 22/26  
 hearing [5] 5/4 9/15 20/16 20/19 25/4  
 hearings [1] 20/13  
 held [1] 14/14  
 her [4] 19/7 23/22 23/24 24/3  
 here [17] 4/9 5/16 6/4 9/25 10/6 12/21  
 13/15 15/2 15/14 16/26 17/2 19/14  
 20/4 20/4 20/26 22/8 26/20  
 hereby [1] 28/8  
 herewith [1] 11/5  
 hidden [1] 19/6  
 highly [1] 9/10  
 him [8] 8/6 8/6 8/23 9/4 9/7 17/17  
 25/11 25/11  
 his [41]  
 hit [1] 23/10  
 HO [3] 1/7 1/7 11/5  
 HODGSON [4] 1/20 10/4 23/21 24/11  
 HOLDINGS [4] 1/8 1/9 2/4 2/5  
 holes [1] 13/12  
 HON [1] 1/14  
 Hong [8] 3/21 14/8 14/9 14/10 14/13  
 14/16 24/9 27/3  
 Honor [32]  
 hopeful [1] 4/17  
 house [1] 11/4  
 how [8] 6/7 9/20 9/22 12/26 17/9 18/16  
 18/26 19/8  
 However [1] 25/24  
 Hurricane [1] 13/19

**I**

I'll [5] 5/22 6/21 23/9 23/10 27/9  
 I'm [8] 3/11 8/4 16/15 25/24 25/25  
 26/25 27/2 27/19  
 idea [1] 25/7  
 identified [1] 18/3  
 impact [1] 5/2  
 important [2] 6/5 12/21  
 importantly [1] 6/25  
 impose [1] 11/10  
 impossible [1] 4/8  
 improper [3] 17/15 17/21 23/12  
 inclined [2] 19/25 25/24  
 include [1] 10/22  
 included [3] 9/16 24/21 24/25  
 includes [1] 11/11  
 including [2] 6/25 8/18  
 inconsistent [1] 14/22



incontrovertible [1] 16/23  
 Index [1] 1/5  
 indicia [1] 20/9  
 indisputable [1] 5/23  
 intend [1] 4/17  
 intended [1] 20/6  
 intention [1] 27/14  
 interest [2] 4/11 11/22  
 internal [1] 22/3  
 investment [1] 17/2  
 involve [1] 23/7  
 irrelevant [1] 24/24  
 is [93]  
 issue [10] 4/8 5/17 12/11 12/14 13/2  
 15/6 18/15 20/22 26/9 26/15  
 issues [1] 16/13  
 it [38]  
 it's [19] 4/8 4/11 4/21 5/23 6/5 8/7 9/9  
 9/14 11/25 12/7 13/7 13/9 13/20 14/23  
 15/11 20/2 25/5 25/5 27/14  
 its [7] 11/14 14/26 17/9 22/5 22/5 22/6  
 22/25

## J

joint [2] 9/17 24/20  
 jour [1] 27/20  
 judge [5] 5/1 8/11 12/21 14/16 19/19  
 judgment [27] 4/17 5/3 5/5 12/22 13/11  
 14/19 15/3 15/4 15/5 15/11 15/12 16/6  
 16/8 16/10 16/11 16/12 19/11 19/17  
 19/24 20/7 20/8 22/20 22/24 22/26  
 26/21 26/23 27/10  
 judicial [4] 14/2 14/19 14/21 14/24  
 judicially [3] 25/25 26/5 26/10  
 July [2] 1/12 27/17  
 June [1] 27/17  
 jury [5] 3/7 19/19 22/20 26/25 27/2  
 just [13] 3/18 3/25 4/3 4/16 6/7 11/8  
 15/3 15/3 15/13 17/18 23/10 25/15  
 26/14  
 Justice [1] 1/14

## K

keeping [1] 3/23  
 key [4] 7/24 8/10 8/18 9/17  
 keys [1] 7/11  
 kicking [1] 26/19  
 kind [1] 4/7  
 knew [4] 5/24 9/8 9/9 24/6  
 know [9] 5/8 10/2 12/15 12/15 12/17  
 19/21 23/14 23/25 25/17  
 knows [3] 5/15 12/15 12/16  
 Kong [8] 3/21 14/8 14/9 14/10 14/13  
 14/16 24/9 27/3  
 KWOK [64]  
 Kwok's [12] 8/11 9/22 10/25 11/3  
 12/10 19/13 19/18 20/2 22/21 24/9  
 24/12 25/14

## L

L.P [1] 1/4  
 lacks [1] 10/3  
 last [5] 5/5 7/16 7/16 11/15 23/8  
 late [1] 27/16  
 later [1] 20/18  
 latter [1] 27/18  
 LAURA [4] 1/19 1/24 28/7 28/12  
 law [9] 2/10 10/2 14/8 14/10 14/13  
 14/15 14/16 14/16 24/9

lawyer [1] 32 of 36  
 lawyer's [9]  
 lawyers [4] 5/24 10/25 11/2 11/3  
 LCC [1] 2/3  
 lent [1] 6/9  
 less [1] 13/23  
 let [5] 11/18 14/9 15/26 16/13 18/10  
 let's [1] 5/11  
 letter [3] 9/18 20/20 24/25  
 letters [1] 16/21  
 lie [1] 12/18  
 lied [1] 20/6  
 light [2] 3/24 27/13  
 lightly [1] 5/26  
 like [3] 8/8 10/23 14/23  
 likelihood [2] 10/6 24/16  
 likely [2] 4/23 26/20  
 list [3] 9/17 24/20 24/21  
 litigation [1] 15/16  
 little [2] 5/7 6/5  
 LLC [2] 1/9 2/5  
 LLP [2] 1/16 1/20  
 loan [13] 5/19 6/13 7/20 10/11 10/13  
 10/13 10/13 11/2 11/7 11/22 17/2 22/4  
 22/13  
 loans [6] 16/25 17/4 21/20 21/23 21/26  
 22/14  
 long [1] 27/15  
 long-scheduled [1] 27/15  
 look [5] 14/16 15/17 16/13 17/18 17/25  
 looking [1] 16/10  
 lot [2] 9/10 13/17  
 LUDOVICO [3] 1/24 28/7 28/12

## M

made [16] 6/11 7/26 13/6 13/8 14/3  
 16/8 16/9 16/18 16/25 17/25 21/21  
 21/23 22/5 22/15 22/24 23/2  
 MAGALDI [1] 2/10  
 mail [1] 10/24  
 mails [4] 10/19 10/22 10/23 15/9  
 majeure [2] 4/8 27/20  
 make [10] 3/15 7/23 14/24 15/2 15/9  
 17/24 19/11 19/22 21/5 26/22  
 makes [1] 25/17  
 making [4] 13/12 13/22 15/13 24/4  
 many [1] 19/4  
 March [13] 5/18 6/13 6/17 6/19 7/19  
 10/13 10/14 10/24 13/4 15/7 25/9  
 25/13 27/16  
 March 16 [1] 10/24  
 March 2011 [10] 5/18 6/13 6/17 6/19  
 7/19 10/14 13/4 15/7 25/9 25/13  
 MARK [1] 1/22  
 material [4] 11/11 16/19 17/6 21/7  
 matter [1] 25/8  
 may [9] 3/18 5/2 10/9 19/10 19/26  
 22/19 26/14 27/16 27/21  
 maybe [1] 5/7  
 me [6] 8/9 11/18 15/26 16/13 18/10  
 27/5  
 mean [3] 5/6 8/7 9/23  
 meant [5] 10/12 12/7 13/16 14/23  
 18/11  
 members [1] 19/4  
 memorialized [1] 6/23  
 merits [13] 3/12 3/14 4/12 4/15 4/16  
 6/6 10/6 19/25 20/17 20/18 24/16  
 24/17 24/23

message [1] 12/24/20  
 metadata [1] 16/20  
 MILES [1] 1/8  
 million [11] 6/15 11/21 11/24 12/1  
 21/18 21/24 21/24 22/4 22/7 25/7 25/8  
 minutes [1] 22/6  
 MITCHELL [3] 2/3 2/6 23/4  
 moment [1] 27/6  
 monetary [3] 11/13 12/2 12/4  
 money [6] 6/9 6/11 6/19 7/2 21/19 22/9  
 moneyed [1] 13/11  
 monies [1] 21/20  
 month [1] 3/22  
 more [6] 4/22 4/23 5/7 11/24 17/13  
 26/1  
 morning [1] 16/3  
 MOSS [11] 1/19 3/17 5/14 11/18 16/14  
 17/7 18/10 18/12 18/19 20/9 23/8  
 most [3] 6/25 26/20 27/18  
 motion [46]  
 movant [1] 25/22  
 move [2] 3/9 27/14  
 Mr [1] 10/16  
 Mr. [84]  
 Mr. Harmon [7] 15/17 15/20 16/1 18/11  
 23/25 24/15 25/17  
 Mr. Kwok [56]  
 Mr. Kwok's [12] 8/11 9/22 10/25 11/3  
 12/10 19/13 19/18 20/2 22/21 24/9  
 24/12 25/14  
 Mr. Mitchell [1] 23/4  
 Mr. Moss [8] 11/18 16/14 17/7 18/10  
 18/12 18/19 20/9 23/8  
 Ms. [8] 8/15 18/26 19/3 19/13 19/21  
 23/20 23/22 24/1  
 Ms. Yu [8] 8/15 18/26 19/3 19/13  
 19/21 23/20 23/22 24/1  
 much [1] 4/11  
 my [4] 12/5 23/7 27/14 28/9  
 MYERS [1] 1/16

## N

named [1] 8/15  
 nature [1] 25/22  
 nearly [1] 16/22  
 need [6] 9/24 12/21 12/25 14/17 22/24  
 23/16  
 needed [1] 12/11  
 needs [1] 3/14  
 negotiated [1] 20/24  
 Netherland [1] 12/16  
 never [11] 6/18 7/4 7/12 7/13 10/17  
 12/25 17/2 17/4 21/18 25/10 25/19  
 new [17] 1/2 1/2 1/11 1/11 1/18 1/18  
 1/22 1/22 1/25 1/25 2/6 2/6 3/4 6/13  
 6/14 13/24 28/8  
 nice [1] 27/26  
 no [13] 1/5 4/25 8/10 8/11 15/24 15/24  
 18/2 20/10 20/10 23/6 25/12 25/12  
 27/11  
 No. [6] 3/12 8/20 9/4 10/4 10/7 10/23  
 No. 1 [1] 3/12  
 No. 11 [1] 8/20  
 No. 167 [2] 10/4 10/7  
 No. 347 [1] 9/4  
 No. 354 [1] 10/23  
 non [4] 8/13 14/5 14/6 18/13  
 not [70]  
 noted [1] 13/23  
 notes [1] 28/10

notice [2] 3/11 3/15  
 notion [1] 16/24  
 notwithstanding [1] 17/20  
 November [1] 3/10  
 now [7] 3/21 4/26 8/4 11/25 12/17 19/2  
 21/13

## O

O'MELVENY [1] 1/16  
 oath [2] 12/18 19/20  
 object [1] 16/7  
 objected [1] 24/21  
 obtain [1] 10/10  
 obtained [3] 18/26 19/22 21/21  
 obviously [1] 4/9  
 occasion [2] 17/13 26/2  
 occurred [1] 10/9  
 occurrence [1] 12/5  
 October [10] 3/3 3/5 3/5 3/7 3/10 3/24  
 27/2 27/11 27/13 27/21  
 October 5th [8] 3/3 3/5 3/5 3/7 27/2  
 27/11 27/13 27/21  
 off [1] 26/19  
 OFFICIAL [1] 1/11  
 Okay [2] 2/26 5/13  
 Once [1] 15/10  
 one [13] 9/13 10/23 14/21 17/3 17/4  
 17/13 19/9 21/24 21/24 25/4 25/5 26/2  
 27/5  
 only [4] 9/11 13/8 14/13 14/18  
 OPPORTUNITY [1] 1/3  
 opposed [2] 11/16 15/15  
 opposing [1] 6/2  
 order [6] 4/21 17/17 19/22 26/8 26/9  
 28/4  
 ordered [3] 20/13 20/14 20/24  
 original [3] 16/15 22/4 28/9  
 OSTRAGER [1] 1/14  
 other [8] 3/9 8/10 9/22 11/17 17/11  
 20/9 25/18 25/18  
 otherwise [1] 18/3  
 our [23] 3/22 3/25 4/5 4/6 4/13 5/4 5/5  
 8/23 10/20 10/23 10/25 12/12 13/18  
 14/20 15/9 16/14 16/18 16/20 17/25  
 19/19 21/5 21/6 26/23  
 out [4] 17/13 19/6 19/7 25/14  
 outside [1] 4/6  
 outweighs [2] 19/13 20/2  
 over [1] 13/8  
 owed [1] 7/3  
 owing [2] 6/15 6/19  
 own [6] 22/5 22/5 22/6 22/13 23/12  
 24/12  
 owned [2] 22/14 25/14

## P

PACIFIC [12] 1/3 6/8 6/17 6/21 6/26  
 7/11 9/2 9/5 9/12 9/16 10/26 11/4  
 paid [1] 12/16  
 pale [1] 24/13  
 Pangu [2] 9/5 9/12  
 papers [1] 7/4  
 part [6] 1/2 14/11 18/21 19/9 19/10  
 27/18  
 part's [1] 3/13  
 particular [1] 25/19  
 particularly [1] 3/7  
 parties [4] 6/8 6/13 6/20 23/15  
 parts [1] 18/21

past [1] 22/20  
 pause [1] 22/24 of 36  
 PAX [11] 10/10 16/16 16/18 17/13  
 17/20 19/17 21/14 21/17 21/19 22/2  
 22/25  
 PAX's [3] 16/20 21/22 21/22  
 pay [1] 13/10  
 payments [4] 6/16 7/26 13/8 25/12  
 penalties [1] 12/19  
 penalty [1] 8/16  
 penny [2] 13/10 21/18  
 people [1] 15/13  
 per [2] 5/5 12/5  
 performance [2] 10/8 12/23  
 performed [2] 7/10 10/15  
 perjury [1] 8/16  
 permitted [1] 26/17  
 person [1] 8/16  
 personal [10] 5/18 6/14 6/19 7/7 7/20  
 11/2 11/7 17/3 22/15 22/16  
 personally [1] 25/15  
 phase [1] 9/16  
 physical [1] 22/7  
 piercing [1] 24/19  
 plaintiff [6] 1/5 1/17 3/18 4/16 5/14  
 26/18  
 plaintiff's [2] 9/20 25/3  
 plaintiffs [1] 22/13  
 plan [1] 4/15  
 plans [1] 3/15  
 pleadings [2] 13/18 13/24  
 please [3] 11/5 26/8 28/4  
 point [1] 23/25  
 pointed [2] 14/15 17/13  
 points [2] 20/9 23/10  
 position [10] 7/9 14/22 14/23 14/25  
 15/15 15/20 19/11 21/2 26/26 27/3  
 positions [3] 8/12 11/17 21/14  
 power [1] 13/15  
 precedent [2] 6/24 7/6  
 precisely [1] 14/23  
 preclude [1] 11/14  
 precluded [2] 13/21 13/22  
 preclusion [2] 12/20 13/14  
 preface [1] 3/2  
 prejudgment [4] 20/12 20/16 20/19  
 20/26  
 prejudiced [1] 4/4  
 preponderance [2] 19/15 22/23  
 preservation [1] 26/20  
 presumably [1] 27/9  
 pretrial [1] 27/5  
 previously [2] 3/9 5/10  
 principal [1] 21/25  
 prior [1] 19/21  
 priority [1] 3/13  
 proceed [4] 4/11 5/11 14/9 27/21  
 proceeding [4] 14/22 24/24 25/6 25/6  
 proceedings [2] 10/5 24/17  
 process [2] 13/17 14/24  
 produced [1] 10/20  
 Professional [1] 15/23  
 proposed [1] 24/20  
 prove [1] 24/16  
 providing [2] 20/21 22/12  
 provision [2] 14/15 14/16  
 provisions [1] 14/8  
 punitive [1] 12/7  
 purpose [1] 20/16

purposes [2] 22/234  
 push [REDACTED] NYSCEF: 07/20/2020  
 put [9] 6/6 8/5 8/21 8/24 11/15 14/6  
 24/2 24/10 24/15  
 putting [1] 3/11

## Q

question [4] 7/13 15/24 15/24 18/21  
 questionable [1] 25/23  
 questions [7] 18/22 19/3 19/7 19/16  
 22/18 23/23 24/3  
 quickly [1] 5/7  
 quite [2] 15/9 23/7  
 quote [5] 8/17 8/18 9/19 14/12 14/13

## R

rabbit [1] 13/12  
 raise [1] 22/18  
 raised [1] 16/14  
 rather [1] 18/11  
 re [1] 17/22  
 re-serve [1] 17/22  
 read [1] 17/17  
 real [9] 12/22 13/3 13/4 13/5 13/7 13/7  
 14/4 15/10 15/10  
 really [9] 12/7 15/18 16/7 23/7 24/4  
 24/12 25/12 25/15 26/19  
 realtime [1] 10/22  
 reason [5] 3/6 5/15 14/13 27/20 27/22  
 reasons [1] 22/2  
 recalled [1] 3/22  
 receipt [1] 16/20  
 received [2] 10/22 27/9  
 reconcile [1] 8/11  
 record [1] 27/7  
 recoup [1] 7/2  
 rectify [1] 13/17  
 reference [1] 17/24  
 referred [2] 17/19 18/12  
 referring [1] 16/23  
 refused [2] 6/4 17/22  
 regarding [1] 16/25  
 reimbursed [2] 12/12 12/20  
 related [1] 5/20  
 relating [2] 7/21 10/5  
 relationship [1] 6/8  
 relied [1] 14/4  
 relying [2] 13/21 18/19  
 remedial [1] 6/4  
 remedy [2] 13/16 15/23  
 rent [1] 12/16  
 repaid [9] 6/11 6/18 21/18 21/20 21/26  
 22/8 25/10 25/18 25/19  
 repaying [1] 22/10  
 repayment [2] 10/11 22/13  
 repayments [1] 6/11  
 repeatedly [2] 5/16 17/20  
 reply [1] 14/20  
 reporter [3] 1/24 28/7 28/12  
 reports [1] 22/6  
 representation [1] 24/5  
 representations [3] 10/18 14/3 14/5  
 represented [1] 9/18  
 request [10] 9/2 17/7 17/8 17/9 17/11  
 17/14 17/21 17/25 20/10 21/9  
 requested [1] 26/25  
 requesting [1] 17/16  
 reschedule [1] 27/19  
 reserved [1] 20/17  
 reside [1] 19/4

S

T

thing [4] 13/6 15/5 15/22 18/6  
 think [8] 4/11 5/2 6/5 7/14 9/24 15/18  
 15/19 26/21  
 Third [1] 1/21  
 this [82]  
 those [15] 5/21 6/14 7/23 9/23 10/22  
 14/4 18/14 18/21 19/3 19/7 19/12  
 21/25 23/23 24/22 26/4  
 though [3] 6/16 7/12 22/5  
 three [3] 6/21 10/12 10/26  
 through [2] 6/12 8/4  
 throughout [3] 7/8 21/6 21/15  
 time [10] 4/18 4/22 9/25 12/10 16/9  
 16/16 16/17 17/4 19/24 26/22  
 Times [4] 1/17 1/18 9/5 9/11  
 title [4] 6/26 7/5 7/12 12/25  
 today [4] 5/4 5/16 21/19 22/8  
 told [1] 17/20  
 Tower [1] 1/17  
 transaction [1] 14/12  
 transcript [2] 26/8 28/5  
 transcription [1] 28/9  
 transferred [1] 7/12  
 travel [3] 3/21 4/2 27/4  
 treat [1] 22/3  
 trial [17] 3/3 3/5 3/8 3/18 3/24 4/4 4/18  
 4/24 19/25 22/21 26/3 26/15 26/18  
 26/19 27/11 27/13 27/15  
 trials [5] 3/4 3/6 3/7 27/2 27/16  
 tried [2] 6/20 8/8  
 true [9] 8/17 8/25 18/15 18/18 21/6  
 24/4 24/7 26/4 28/9  
 try [1] 7/2  
 trying [2] 15/4 22/25  
 two [3] 18/21 19/10 21/23

**U**  
 ultimately [1] 19/23  
 umbrage [1] 16/17  
 unable [1] 19/2  
 unconscionable [1] 10/10  
 uncorroborated [1] 13/6  
 under [11] 6/18 6/19 7/10 8/15 10/15  
 12/18 13/10 15/22 19/19 23/16 25/13  
 understanding [1] 12/5  
 undisputed [1] 13/10  
 United [1] 27/4  
 unless [1] 27/20  
 unnecessary [1] 4/25  
 unpaid [2] 22/3 22/17  
 until [1] 21/21  
 untimely [1] 4/21  
 untruthful [1] 5/24  
 up [5] 11/25 13/6 13/12 16/10 20/5  
 upon [1] 13/19  
 us [10] 11/3 11/15 12/6 12/25 13/12  
 16/22 17/14 17/23 19/18 22/18  
 use [1] 11/14  
 using [1] 8/4

**V**  
 valuable [1] 10/12  
 veil [1] 24/19  
 very [4] 4/11 7/15 26/23 27/25  
 vetted [1] 24/6  
 VIA [4] 1/9 1/13 1/15 2/9  
 virus [1] 4/3

walk [1] 8/4  
 WAN [2] 1/7 11/5  
 want [4] 3/2 4/3 13/26 26/22  
 was [53]  
 wasn't [2] 14/18 22/11  
 waste [2] 9/24 12/10  
 way [4] 4/26 8/10 8/11 17/15  
 we [91]  
 we're [4] 4/7 4/10 24/14 26/23  
 we've [3] 11/12 11/12 11/13  
 well [6] 4/7 5/20 11/22 12/4 18/10  
 23/23  
 WEN [2] 1/7 1/8  
 WEN-GUI [1] 1/8  
 WENGUI [1] 1/7  
 were [50]  
 weren't [1] 8/23  
 what [17] 3/9 5/9 7/16 8/6 9/8 9/9 9/23  
 10/7 12/2 15/18 16/10 19/7 19/17  
 21/10 23/14 23/22 25/23  
 whatever [1] 3/6  
 when [7] 5/17 7/17 15/8 15/19 22/19  
 22/19 26/3  
 where [6] 4/8 12/17 13/18 19/8 19/21  
 23/18  
 whether [7] 3/23 7/13 13/2 21/5 24/3  
 26/26 27/3  
 which [15] 12/24 13/24 17/4 17/14  
 17/24 20/9 20/14 20/21 20/22 20/23  
 20/24 22/12 22/14 22/26 24/21  
 who [7] 3/20 10/21 12/16 19/4 19/19  
 22/8 22/11  
 whole [1] 25/7  
 wholly [1] 25/14  
 why [2] 13/14 27/20  
 will [20] 3/5 3/7 3/20 3/25 4/2 4/9 4/13  
 4/18 5/4 10/21 22/21 26/4 26/9 26/19  
 26/26 27/3 27/4 27/11 27/12 27/22  
 willing [1] 3/26  
 windfall [1] 10/12  
 witness [1] 24/12  
 witnesses [8] 3/20 3/26 4/5 4/9 10/21  
 15/9 21/22 27/3  
 won't [1] 4/4  
 Wong [1] 10/25  
 word [1] 23/8  
 work [1] 17/10  
 world [1] 26/24  
 worried [2] 15/5 15/11  
 would [10] 3/23 10/10 12/2 12/12 14/9  
 20/15 20/25 21/2 25/23 26/17  
 write [2] 11/3 11/3  
 wrong [1] 14/20  
 wrote [2] 6/2 16/21

**Y**  
 year [2] 7/16 23/15  
 years [2] 6/12 15/16  
 yes [3] 3/19 20/5 26/16  
 yet [1] 23/1  
 YORK [15] 1/2 1/2 1/11 1/11 1/18 1/18  
 1/22 1/22 1/25 1/25 2/6 2/6 3/4 13/25  
 28/8  
 you [40]  
 you're [3] 3/14 11/20 11/26  
 your [35]  
 Yu [9] 8/15 8/15 18/26 19/3 19/13  
 19/21 23/20 23/22 24/1